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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
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13 UNITED STATES OF AMERICA *ex rel.* STF,  
14 LLC, an organization; STATE OF  
CALIFORNIA; *ex rel.* STF, LLC, an  
organization,

15 Plaintiffs,

16 v.

17 VIBRANT AMERICA, LLC, a Delaware  
18 limited liability company,

19 Defendants.  
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Case No. 3:16-cv-02487-JCS

[PROPOSED] CONSENT JUDGMENT

[PROPOSED] CONSENT JUDGMENT;  
Case No. 3:16-cv-02487-JCS

1 Relator STF, LLC (“Relator”) and Vibrant America, LLC (“Vibrant” or “Defendant”),  
 2 through their respective counsel, have submitted a Stipulation for Entry of Consent Judgment  
 3 against Defendant (the “Stipulation”).

4 Pursuant to the Stipulation and Federal Rule of Civil Procedure 58, and good cause  
 5 appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. Pursuant to a Settlement Agreement with the Department of Justice (the  
 7 “Settlement Agreement”) entered into by the Parties on October 21, 2021 (the “federal Effective  
 8 Date”), and a Settlement Agreement with the California Department of Insurance (the “CDI  
 9 Settlement Agreement”) on January 31, 2022 (the “CDI Effective Date”), Vibrant shall pay to the  
 10 United States, California, and Relator a total of \$5,250,000.00 (the “Settlement Amount”), plus  
 11 applicable interest as described below. Vibrant shall pay the following amounts to the United  
 12 States, California, and Relator under the following terms and conditions:

- 13 a. No later than ninety days after the respective Effective Dates of the  
 14 Settlement Agreements, Vibrant shall pay the United States, California, and  
 15 Relator a total of \$500,000.00, allocated as described in the Settlement  
 16 Agreement and CDI Settlement Agreement;
- 17 b. Vibrant shall pay the remainder of the Settlement Amount in nineteen  
 18 equal, quarterly installments, plus interest as described in the following  
 19 paragraph, beginning no later than 180 days after the respective Effective  
 20 Dates of the Settlement Agreements, allocated between the United States,  
 21 California, and Relator as described in the Settlement Agreement and CDI  
 22 Settlement Agreement;
- 23 c. Beginning ninety days after the respective Effective Dates of the  
 24 Settlement Agreements, simple annual interest will run on the any unpaid  
 25 portion of the Settlement Amount at a rate of 0.75%; and
- 26 d. The above defined payments may be prepaid, in whole or in part, without  
 27 penalty.  
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1           2.       As long as Vibrant makes the payments in the full amounts, and on or before the  
2 specified dates as set forth in Paragraph 1 above, neither Relator, United States nor California  
3 shall execute on this Consent Judgment. But if Vibrant fails to make any payment under the  
4 terms described in Paragraph 1, then (a) the full Settlement Amount shall be immediately due and  
5 payable, (b) Relator, United States and California shall have the right to immediately execute on  
6 this Consent Judgment for the full remaining unpaid balance of the Settlement Amount as  
7 applicable, and (c) Vibrant shall be liable to the United States, California, and Relator, as  
8 applicable, for all costs, fees, and expenses, including but not limited to attorney's fees, incurred  
9 in connection with enforcing this Consent Judgment.

10           3.       The Court shall retain jurisdiction to adjudicate disputes arising under this Consent  
11 Judgment.

12 Dated: \_\_\_\_\_

13 UNITED STATES MAGISTRATE JUDGE

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16 IT IS SO ORDERED.